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Exhibit A

PROGRAM MANAGEMENT AGREEMENT

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PROGRAM MANAGEMENT AGREEMENT

THIS AGREEMENT, made this 20th day of April, 1990 between MONTGOMERY COUNTY, MARYLAND ("County") and CROSSWAY COMMUNITY, INC. ("Program Manager").

R E C I T A L S:

R-1. The purpose of this Agreement is to set forth the specific terms and conditions under which County agrees to appoint Program Manager and Program Manager agrees to accept appointment for the implementation and management of the "Program" (hereinafter defined).

R-2. County proposes that certain real property and the improvements constructed thereon, located at Pleasant View Apartments, 3015 Upton Drive, Kensington, Maryland (the "Facility"), shall be further improved and used for the operation of a one-parent, low- and moderate-income residential program to be known as "Crossway Community" (the "Program"). The Program will assist low- and moderate-income, one-parent families ("Residents") in making progress toward self-sufficiency by providing qualified participants with (i) the opportunity to reside within the Facility, (ii) child day care supervision through a qualified professional child care provider (the "Child Care Provider"), who will meet the license requirements of Montgomery County, and (iii) career and educational services.

R-3. Program Manager shall be responsible for implementing all aspects of the Program, including educational, career and day care services and housing components as set forth in the "Program

~~Management Plan~~", attached to and made a part of this Agreement as ~~Exhibit "A"~~. Program Manager shall be responsible for hiring and supervising the efforts of the Child Care Provider. Subject to County's rights, as set forth in a separate "Property Management Agreement", attached hereto and made a part hereof as Exhibit "B", ~~Program Manager also shall hire and supervise a professional property management agent (the "Property Manager")~~, which will provide certain traditional property management services for the Facility. Program Manager shall use its best efforts to facilitate the efficient and effective operation of the Program and the efficient management of the Facility by Property Manager. ~~The general scope of the duties required of Property Manager is set forth in Exhibit "B"~~.

R-4. Program Manager understands that, due to the financing arrangement between County and the Community Development Administration of the State of Maryland (the "CDA") for the construction of the Facility (the "CDA Loan"), Program Manager may be subject to certain terms and conditions which may be imposed by CDA through County.

NOW, THEREFORE, in consideration of the foregoing recitals, each of which is incorporated herein by reference, and the terms and covenants hereinafter set forth, County and Program Manager agree as follows:

1. Services of Program Manager. Program Manager, or its designated representative (who or which must be approved, in writing, by County), agrees to provide certain services with respect to the Program as shown on that certain document entitled

"Responsibilities of Program Manager", attached hereto and made a part hereof as Exhibit "C".

2. Provision of Office Space by County. For a period of three (3) years following the execution of this Agreement (the "Start-Up Period"), County shall furnish to Program Manager office space of approximately 1,430 square feet located within the Facility, at no additional cost to Program Manager. Prior to the expiration of the Start-Up Period, the parties hereto shall negotiate a reasonable rent to be paid by Program Manager for the space it then occupies within the Facility, which rent amount shall be a reasonable pro rata share of the operating expenses for the Facility.

3. Program Manager's Compensation. Subject to County approval of the "Annual Operating Budget," as hereinafter defined, County shall pay to Program Manager fifty percent (50%) of the salary of Program Manager's Executive Director. No other fees shall be paid by County to Program Manager as compensation for the services described herein.

4. Inspection. County and Program Manager agree, pursuant to the terms of that certain settlement agreement (the "Settlement Agreement") by and between County and College View Estates Citizens' Association, Inc. ("CVECA"), dated September 22, 1989, that County and Program Manager shall permit two (2) officers of the CVECA to inspect the premises not more than three (3) times in any given twelve (12) month period, during normal business hours. Said inspection visits may be conducted upon County giving prior written notice to Program Manager of such inspection no later than 2:00

p.m. on the business day prior to the day the inspection is to take place. It is the intent of the parties hereto that CVECA shall not have any greater rights under this Agreement than those set forth in the Settlement Agreement. In the event of a conflict between the Settlement Agreement and this Agreement, the terms of the Settlement Agreement shall take precedence over this Agreement.

5. Non-Discrimination.

(a) Program Manager at all times shall comply with all federal, state, municipal and local laws prohibiting discrimination in housing on the grounds of race, color, sex, creed, or national origin, including, but not limited to, Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 78 Stat. 241), all requirements imposed by or pursuant to the Regulations of HUD (24 CFR, Subtitled A, Part 1) issued pursuant to that Title, regulations issued pursuant to Executive Order 11063, and Title VIII of the 1968 Civil Rights Act.

(b) Program Manager shall comply with the "Affirmative Fair Housing Marketing Plan" attached hereto as Exhibit "D" and incorporated by reference herein, and shall utilize such measures as may be required by County to encourage the rental of units in the Facility to Residents who are members of a recognized minority group.

(c) This Agreement may be terminated or suspended, in whole or in part, by County upon a finding by County that Program Manager has not complied with this Section 5.

6. Insurance.

(a) Program Manager shall furnish to County requisite evidence of a fidelity bond or an equivalent employee dishonesty/crime insurance policy naming Program Manager as beneficiary of said bond or insurance policy, prior to the occupancy of the Facility by the Residents. Such policy shall be (i) written by an insurance company reasonably acceptable to County; (ii) provide coverage in the event of misappropriation or misapplication of Program funds by any employee of Program Manager; and (iii) be in an amount equal to not less than one-sixth (1/6) of the anticipated "Program Operating Budget," as more specifically defined in Exhibit "C". Such policy shall provide for not less than thirty (30) days' written notice to County prior to any termination or cancellation of the policy.

(b) In addition, Program Manager shall furnish to the County requisite evidence of an insurance policy/policies which shall substantially conform to those certain guidelines set forth in the document entitled "Insurance Requirements," attached hereto and made a part hereof as Exhibit "E".

7. Indemnification. Each of Program Manager and County agree to indemnify and hold the other party harmless from and against any and all liabilities, damages, claims and judgments arising out of the negligence or intentional misconduct on the part of the indemnifying party (or the negligence or intentional misconduct on the part of the indemnifying party's employees, agents or representatives). Notwithstanding anything herein to the contrary, County's liability and obligation to

Program Manager, or anyone claiming through Program Manager, as set forth in this Paragraph 7, shall be limited in scope to the specific parameters set forth in the Local Governmental Tort Claims Act, C.J. § 5-401 et seq. Md. Code (1988 Cum. Supp.), and nothing herein shall be construed as a waiver by County of the Local Government Tort Claims Act.

8. Control of Facility.

County hereby grants to Program Manager the authority to control the use of all space within the Facility which is not the subject of a lease between County and any individual Resident (the "Non-Residential Space"). Program Manager at its discretion, may require a monetary contribution from any user (other than County) of any portion of the Non-Residential Space which contributions shall be applied to the pro-rata maintenance and other costs associated with the Non-Residential space. During the first six (6) months of this Agreement, the Non-Residential Space shall be utilized solely for purposes directly related to the needs of the Residents, the neighboring community and Program personnel unless County consents in advance to any other use(s) of the space.

9. Term, Probation and Termination.

9.1 Term. The term of this Agreement shall commence on April 20, 1990 and shall continue thereafter for a period of two (2) years (the "Original Term"). Unless (i) this Agreement is cancelled pursuant to the provisions of this Section 9 or (ii) either party gives notice to the other in writing of its intention to terminate the Agreement at least thirty (30) days prior to the end of any such term, this Agreement shall renew automatically at

the end of the Original Term for successive terms of one (1) year each.

9.2 Termination by Mutual Consent. This Agreement may be terminated for any reason by mutual written consent of all of the parties to this Agreement.

9.3 Termination For Cause. In the event that it becomes apparent that either party has failed to perform any of the duties and obligations set forth herein, the party not in default may terminate the Agreement by giving the defaulting party not less than thirty (30) days prior written notice of said intention to terminate for cause.

9.4 Termination Due to Bankruptcy. In the event that a petition in bankruptcy is filed by or against Program Manager, or in the event that Program Manager shall make an assignment for the benefit of creditors or to take advantage of any insolvency act, County may terminate this Agreement immediately without giving Program Manager prior written notice of such termination.

9.5 Accounting Upon Termination. Immediately upon termination of this Agreement, County and Program Manager shall account to each other with respect to all financial matters which are outstanding as of the date of the termination. Program Manager shall turn over to County all records, documents, waiting lists, and any and all other files and papers in its possession pertaining to Program Manager's performance under this Agreement.

10. Adherence to CDA Requirements. Program Manager agrees that it shall adhere to all terms and requirements of the CDA Loan which are imposed by CDA and are applicable to Program Manager and

its duties as set forth in this Agreement. Program Manager further understands and agrees to adhere to the conditions of the rental subsidy (as they apply to Program Manager) being provided through the Montgomery County Department of Housing and Community Development ("DHCD") set forth in the Memorandum of Understanding (the "Subsidy Agreement") attached to and made part of this Agreement as Exhibit "F". Program Manager further agrees to enter into an agreement with DHCD as set forth in Paragraph III of the Subsidy Agreement.

11. Assignment. This Agreement shall inure to the benefit of and constitute a binding obligation upon County and Program Manager, and their respective successors and assigns; provided, however, Program Manager shall not assign this Agreement or any of the duties set forth herein without the prior written consent of County, such consent not to be unreasonably withheld.

12. Amendment. This Agreement constitutes the entire Agreement between County and Program Manager, and no amendment or modification thereof shall be deemed to be valid and enforceable except by supplemental agreement in writing, executed and approved in the same manner as this Agreement.

13. Execution of Counterparts. For the convenience of the parties, this Agreement may be executed in counterpart copies, which are in all respects similar and each of which shall be deemed to be complete in itself so that any may be introduced in evidence or used for any other purpose without the production of the other counterparts.

14. Notice. All notices under this Agreement shall be mailed by first class mail as follows:

(a) If to Program Manager, to: Executive Director
Crossway Communities,
Inc.
Pleasant View Apartments
3015 Upton Drive
Kensington, Maryland
20895

(b) If to County, to: Director
Department of Housing
and Community
Development
51 Monroe Street
9th Floor
Rockville, Maryland
20850

15. Construction of Agreement. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be determined in accordance with the laws of the State of Maryland.

16. Non-Discrimination In Employment and Services. Program Manager agrees to comply with the non-discrimination in employment policies recited in Section 11B-3 of the 1984 Montgomery County Code, as amended, and as implemented by Montgomery County Executive Regulation No. 9-75 dated April 3, 1985, which is incorporated herein and made a part hereof, or such other laws or regulations as may from time to time become effective. The payment of liquidated damages referred to in Sub-paragraph (1)(e) of Executive Regulation No. 9-75 shall be in the sum of Fifty Dollars (\$50.00) per calendar day. Compliance with State and Federal nondiscrimination provisions shall be deemed by County to be substantial compliance hereunder. In addition, Program Manager agrees to provide services on a non-discriminatory basis as may be

required by either state or federal law and such laws as may be enacted by the County, state or federal government.

17. Contract Solicitation.

(a) The parties hereto represent that neither has retained anyone to solicit or secure this Agreement from County upon an agreement or understanding for a commission, percentage, brokerage or contingent fee.

(b) County warrants that it has not employed or retained any person, partnership, corporation or other entity, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.

18. Public Employment. Program Manager understands that, unless authorized under Sections 11B-46 or 11B-54 of the 1984 Montgomery County Code, as amended, it is unlawful for any person transacting business with County to employ a public employee for employment contemporaneous with his or her public employment.

19. Failure to Seek Strict Performance. The failure of any party to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Agreement, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The failure by either party to enforce any of the conditions or covenants set forth herein against the other shall not be deemed a waiver of any such conditions or covenants.

20. Notice Required by Code. Section 2-207, Article 41B, Annotated Code of Maryland provides in part: A person who knowingly makes or causes false statements for the purpose of influencing the action of the Administration ". . . is subject to a fine not exceeding \$50,000.00 or imprisonment not exceeding five years, or both."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written.

WITNESS/ATTEST:

COUNTY:

MONTGOMERY COUNTY, MARYLAND

J. Anne Poore

By: Lewis T. Roberts
Title: Chief Administrative Officer

WITNESS/ATTEST:

PROGRAM MANAGER:

CROSSWAY COMMUNITY, INC.

Alice Embury Jones

By: Walter H. Brank
Title: President

APPROVED AS TO FORM AND LEGALITY.
OFFICE OF COUNTY ATTORNEY
BY James H. Ziss
DATE April 20, 1992